

Hawaii Public Housing Authority State of Hawaii

RFP PMB-2019-06

Request for Proposals to Furnish and Deliver New Vehicles to the Hawaii Public Housing Authority on Oahu, Kauai, Maui, Molokai and Hawaii Island

Note: If this Request for Proposals (RFP) was downloaded from the Hawaii Public Housing Authority's website, it is highly recommended to provide the necessary contact information to the listed RFP Coordinator to be notified of any changes. For your convenience, you may download the RFP Registration Form, complete and email, fax or mail to the RFP Coordinator. The HPHA shall not be responsible for any missing addenda, clarifications, attachments or other information regarding this RFP if a proposal is submitted from an incomplete RFP.



Notice to Offerors (Chapter 103D, Hawaii Revised Statutes)

REQUEST FOR PROPOSALS (RFP) No. RFP PMB-2019-06

Notice is hereby given that pursuant to Chapter 103D, Hawaii Revised Statutes ("HRS"), the Hawaii Public Housing Authority ("HPHA"), will be accepting sealed proposals for: Furnish and Deliver New Vehicles to the Hawaii Public Housing Authority on the Oahu, Kauai, Maui, Molokai, and Hawaii Island. The Request for Proposals may be picked up at the HPHA's Contract and Procurement Office on Oahu located at 1002 North School Street, Building D, Honolulu, Hawaii 96817 or downloaded at the HPHA website at: www.hpha.hawaii.gov beginning Tuesday, August 13, 2019.

The HPHA's Contract and Procurement Office will conduct a Pre-Proposal Conference from 9:00 a.m. to 10:00 a.m. Hawaii Standard Time (HST) at the HPHA, 1002 North School Street, Building A Conference Room No. 1, Honolulu, Hawaii 96817, Thursday, August 21, 2019. The HPHA strongly recommends that all interested offerors attend. For those interested in attending via conference call, please contact the RFP Coordinator listed below no later than 2:00 p.m. HST, Wednesday, August 20, 2019.

Sealed proposals will be received at the HPHA's Central Files Office at 1002 N. School Street, Building D, Honolulu, Hawaii 96817 until 4:00 p.m. HST, HST, Monday, September 16, 2019. Electronic mail and facsimile transmissions **shall not** be accepted. The official time shall be that which is recorded on the time stamp clock of the HPHA for hand-delivered proposals. Deliveries by private mail services, such as Federal Express, shall be considered hand deliveries. All mail-in proposals delivered/postmarked by the United States Postal Service **must be received** not later than 4:00 p.m. HST, Monday, September 16, 2019 at the HPHA's Central Files Office.

The HPHA reserves the right to reject any and all proposals and to accept the proposals in whole or part in the best interest of the State. Questions relating to this solicitation shall be directed to RFP Coordinator, Mr. Rick Sogawa at (808) 832-6038.

HAWAII PUBLIC HOUSING AUTHORITY

Hakim Ouansafi Executive Director



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For Offeror's information

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For Offeror's information

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Due September 16, 2019

Section 1 Administrative Overview

I. Authority

The Hawaii State Legislature established the Hawaii Public Housing Authority (HPHA) under Chapter 356D, HRS. The HPHA provides low income housing and is attached to the Department of Human Services for administrative purposes only. The HPHA is a public body and a body corporate and politic of the State of Hawaii. The HPHA's role is to address the housing needs of low income families in Hawaii. The HPHA seeks to competitively procure an entity to furnish and deliver new vehicles to the HPHA on Oahu, Hawaii, Kauai, Maui, Molokai and Hawaii Island.

A determination has been made that the HPHA is unable to secure professional consulting services through a low bid process. Factors included in the determination are: 1) Price is not the primary consideration in determining an award; 2) Oral or written discussions need to be conducted with interested offerors concerning their proposals; 3) Interested offerors may need to revise their proposals, including price; and 4) The award needs to be based on a comparative evaluation in order to determine the most advantageous offering to the State. To that end, a low bid process is not practicable to the State to secure an entity to furnish and deliver new vehicles to the HPHA on Oahu, Kauai, Maui, Molokai and Hawaii Island.

This Request for Proposals (hereinafter "RFP") is issued under the provisions of Chapter 103D, HRS, the related administrative rules, and the United States Department of Housing and Urban Development's (hereinafter "HUD") regulations. Interested offerors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any interested offeror shall constitute admission of such knowledge on the part of such interested offeror.

II. RFP Organization

This RFP is organized into five (5) sections:

Section 1 Administrative Overview – Provides interested offerors with an overview of the procurement and contracting process.

Section 2 Scope of Work and Specifications – Provides interested offerors with a general description of the tasks to be performed, delineates interested offeror's responsibilities, and defines deliverables as applicable.

Section 3 Proposal Form and Instructions – Describes the required format

and content for the proposal.

Section 4 Proposal Evaluation & Award– Describes how proposals will be

evaluated.

Section 5 Attachments

III. Contracting Office

The Contracting Office is responsible for overseeing the procurement and issuing the Contract resulting from this RFP. The Contracting Office is:

Hawaii Public Housing Authority Contract and Procurement Office 1002 North School Street, Bldg. D Honolulu. Hawaii 96817

Telephone: (808) 832-6038

The RFP Coordinator or his/her designated representative is listed below:

Mr. Rick Sogawa Hawaii Public Housing Authority Contract and Procurement Office 1002 North School Street, Bldg. D Honolulu, Hawaii 96817

Telephone: (808) 832-6038

Fax: (808) 832-6039

Email: rick.t.sogawa@hawaii.gov

The HPHA reserves the right to change the RFP Coordinator without prior written notice.

The Property Management and Maintenance Services Branch is the office responsible for administering and monitoring the Contract. The designated Contract Administrator or his/her designated representative is responsible for monitoring the activities performed under the Contract and is listed as follows:

Ms. Kaui Martinez Hawaii Public Housing Authority 1002 North School Street, Bldg. E Honolulu, Hawaii 96817

Telephone: (808) 832-4694

Any changes to the Contract Administrator or his/her designated representative shall be provided in writing to the Successful Offeror. The HPHA reserves the right to make changes to the Contract Administrator. Once the Successful Offeror has received the Notice to Proceed, all communications regarding

approvals, reports, and requests should be directed to the Contract Administrator.

IV. Procurement Timeline

Activity	Scheduled Dates
Public notice announcing RFP	August 13, 2019
Distribution of proposal specs/proposal form	August 13, 2019
Pre-Proposal Conference	August 21, 2019
Deadline to submit written inquires	August 28, 2019
State response to written inquires	September 5, 2019
Proposal submittal deadline	September 16, 2019; 4:00 pm
	Hawaii Standard Time (HST)
Proposal review	September/October 2019
Notice of award	October/November 2019
Contract execution	November/December 2019
Start of services	Upon issuance of the Notice to
	Proceed

The HPHA reserves the right to amend or revise the timetable without prior written notice when it is in the best interest of the State.

V. Pre-Proposal Conference

The HPHA's Contract and Procurement Office will conduct a Pre-Proposal Conference from 9:00 a.m. to 10:00 a.m. HST at the HPHA, 1002 North School Street, Building A Conference Room Honolulu, Hawaii 96817 on Thursday, August 21, 2019. The HPHA strongly recommends that all interested offerors attend. For those interested in attending via conference call, please contact the RFP Coordinator not later than 2:00 p.m. HST, Wednesday, August 20, 2019.

Impromptu questions will be permitted at the Pre-Proposal Conference and site inspection and verbal answers provided. Verbal answers provided by the HPHA are not binding and only intended for to provide general direction. Formal written responses to substantive questions will be provided in writing to each interested offeror as set forth in Section VI herein below not later than Thursday, September 5, 2019. Any changes required will be issued as an addendum to this RFP.

VI. Submission of Questions

Interested offerors may submit questions to the RFP Coordinator identified in Section 1 of this RFP. The deadline for submission of written questions is Wednesday, August 28, 2019. All written questions will receive a written response from the HPHA. The HPHA does not guarantee receipt of questions submitted via electronic mail. The HPHA's responses to interested offeror's

written questions will be sent no later than Thursday, September 5, 2019.

VII. Submission of Sealed Proposals

1. **Forms/Formats.** Proposal forms and formats such as price proposal are included in Section 5 – Attachments of this RFP.

Interested offerors shall also follow the U.S. Department of Housing and Urban Development's Instructions to Offerors Non-Construction form HUD 5369-B and Certifications and Representations of Offers Non-Construction Contract, form HUD 5369-C. The instructions may be downloaded from HUD Clips at www.hudclips.org and are an attachment to this RFP. See Attachments 12 and 13.

 Proposal Submittal. Proposals must be received or hand delivered by Monday, September 16, 2019. Any proposals received after the designated date and time shall be rejected. Electronic submissions such as electronic mail and facsimile transmissions shall not be accepted.

The register of proposals and proposals shall be open to public inspection after the award of the Contract.

3. **Pre-opening Modification or Withdrawal**. Proposals may be modified or withdrawn prior to the deadline for submittal of proposals by written notice to modify or withdraw the proposal. All requests for modifications shall be sealed, accompanied by the actual modifications to the proposals and signed by an authorized representative.

The written request must be submitted to the HPHA, Contract and Procurement Office, 1002 North School Street, Bldg D, Honolulu, Hawaii 96817 and time stamped by the HPHA. Modifications and/or withdrawals shall be clearly marked and must be received by the HPHA not later than 4:00 p.m. HST, Monday, September 16, 2019.

4. Confidential Information. If an interested offeror believes that any portion of a proposal contains information that should be withheld as confidential, the interested offeror shall request in writing nondisclosure of designated proprietary data to be confidential and provide justification to support the designation of confidentiality. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal documents to facilitate eventual public inspection of the non-confidential sections of the proposal documents. Note that price and the provision of the minimum required services are not considered confidential and will not be withheld.

Interested offerors that choose to identify portions of their proposal as confidential shall be responsible to ensure that the minimum services are not included. The HPHA will not make any determination of confidentiality for the interested offeror.

If a proposal is marked confidential in its entirety, the HPHA will not make a determination of confidentiality and will refer the request for information to the Department of the Attorney General and/or the State's Office of Information Practices.

- 5. Exceptions. Interested offerors shall list any exceptions taken to the terms, conditions, specifications, or other requirements listed herein. Interested offerors must reference the RFP section where the exception is taken, a description of the exception taken, and any proposed alternative. The HPHA shall retain the right to grant exceptions to discretionary policies. Requests for exceptions to State, Federal, or local laws shall not be approved.
- 6. Information shall be made confidential as permitted by law.

VIII. Discussion with Offerors Prior to Proposal Submission

Discussions may be conducted with interested offerors to promote understanding of the HPHA's requirements.

IX. Opening of Proposals

Upon receipt of proposals by the HPHA at the designated location, proposals, modifications to proposals, and withdrawals of proposals shall be date-stamped, and whenever possible, time-stamped. All documents so received shall be held in a secure place by the HPHA and shall not be examined for evaluation purposes until the submittal deadline. Procurement files shall be open to public inspection after a contract has been awarded and executed by all parties. Sealed proposals shall not be opened at a public proposal opening.

X. Additional Materials and Documentation

Proposal samples or descriptive literature should not be submitted unless specifically requested within the RFP. Offeror may include up to five pages of documentation, literature, samples, or brochures of related services which demonstrates experience of related consultant services.

XI. RFP Amendments

The HPHA reserves the right to amend this RFP at any time prior to the closing date for the final revised proposals. Interested offerors will be notified of the availability of amendments through verbal or written communication.

XII. Additional Terms and Conditions

The HPHA reserves the right to add terms and conditions during contract negotiations and discussions. These terms and conditions may be within the scope of the RFP and will not affect the proposal evaluation.

XIII. Cancellation of the Request for Proposals

The RFP may be canceled and any or all proposals may be rejected in whole or in part, when determined by the HPHA to be in the best interests of the State.

XIV. Costs for Proposal Preparation and Verification

Any costs incurred by interested offerors in preparing or submitting a proposal are the interested offeror's sole responsibility. Any costs incurred by the Successful Offeror prior to the execution of a Contract are not eligible for reimbursement.

Costs incurred in connection with the review, inspection and verification of information provided in the RFP shall be the interested offeror's sole responsibility.

Interested offerors shall ensure that the HPHA is provided with the written authorization(s) necessary to verify information provided in the interested offeror's proposal.

XV. Mistakes in Proposals

While interested offerors are bound by their proposals, circumstances may arise where a correction or withdrawal of proposals is proper. An obvious mistake in a proposal may be corrected or withdrawn, or waived by the interested offeror to the extent that it is not contrary to the best interest of the HPHA or to the fair treatment of other interested offerors. Mistakes in proposals shall be handled as provided for in section 3-122, HAR, and HUD requirements at HUD Handbook 7460.8 REV 2.

XVI. Rejection of Proposals

The HPHA reserves the right to consider as acceptable only those proposals submitted in accordance with the requirements set forth in this RFP and which

demonstrate an understanding of the service specifications. Any proposal offering may be rejected without further notice if it is:

- 1. Determined to be unreasonable in price, including not only the total price of the proposal, but the prices for individual items as well; or
- 2. Determined to offer a set of terms or conditions that are contradictory to the minimum requirements included in this RFP.

XVII. Notice of Award

Any Contract arising out of this solicitation is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of HUD as may be required by statute, regulation, rule, order or other directive.

The Successful Offeror shall receive a Notice of Award, which will indicate that the Successful Offeror has been selected to provide the services under this RFP.

No services are to be undertaken by the Successful Offeror prior to the Contract commencement date. The HPHA is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Successful Offeror prior to the Contract starting date.

Reference Responsibility of Offeror in section 3-122-112, HAR. Offeror shall produce documents to the procurement officer to demonstrate compliance with this section.

The Successful Offeror receiving award shall be required to enter into a formal written Contract. The General Conditions of the Contract are attached and minimum service specifications are included herein. See Attachment 10 and Attachment 11.

XVIII. Protests

Pursuant to section 103D-701, HRS, an actual or prospective offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. An actual or prospective offeror may protest the solicitation or award of services only for a serious violation of procurement policies and operational procedures. Only the following matters may be protested:

- (1) A state purchasing agency's failure to follow procedures established by chapter 103D, HRS.
- (2) A state purchasing agency's failure to follow any rule established by chapter 103D, HRS.

(3) A state purchasing agency's failure to follow any procedure, requirement, or evaluation criterion in a request for proposals issued by the state purchasing agency.

The Notice of Protest shall be mailed by USPS or hand delivered to the head of the State Contracting Office conducting the protested procurement and the Procurement Officer who is conducting the procurement as indicated below within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto. Provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offerors. Further provided that a protest of an award or proposed award shall be submitted within five (5) days after the posting of award of the contract. Delivery services other than USPS shall be considered hand deliveries and considered submitted on the date of actual receipt by the State Contracting Office. Any notice of award letter(s), resulting from this solicitation shall be posted on the Procurement Reporting System on the State Procurement Office website at http://www.hawaii.gov/spo2/source/.

Head of State Contracting Office		Procurement Officer	
Name:	Hakim Ouansafi	Name:	Rick T. Sogawa
Title:	Executive Director	Title:	Procurement Officer
Mailing	P.O. Box 17907	Mailing	P.O. Box 17907
Address:	Honolulu, Hawaii 96817	Address:	Honolulu, Hawaii 96817
Business	1002 N. School St, Bldg. E	Business	1002 N. School St, Bldg. D
Address:	Honolulu, Hawaii 96817	Address:	Honolulu, Hawaii 96817

XIX. Availability of Funds

The award of a Contract and any allowed renewal or extension thereof, are subject to allotments made by the Director of Finance, State of Hawaii, pursuant to chapter 37, HRS, and subject to the availability and allotment of State and/or Federal funds.

XX. Monitoring and Evaluation

The Successful Offeror's performance under the Contract will be monitored and evaluated by the Contract Administrator or his/her designated representative, the HPHA's auditors, and/or other designated representatives.

Failure to comply with all material terms of the Contract may be cause for suspension or termination, as provided in the General Conditions. The Successful Offeror may be required to submit additional written reports, including a corrective action plan, in response to monitoring conducted by the HPHA. These additional reports shall not be considered a change to the scope of work and shall continue for a duration of time as deemed necessary by the HPHA.

XXI. General and Special Conditions of Contract

The General Conditions that will be imposed contractually are included as an attachment. The State's General Conditions set forth in Attachment 10, may also be found on the State Procurement Office (SPO) website at www.spo.hawai.gov. The HUD General Conditions set forth in Attachment 11 may also be found on the HUD website at www.hud.gov.

Special conditions may be imposed by the HPHA. The HPHA reserves the right to make small or major modifications to the quantity of items or reporting requirements contingent upon unforeseen conditions.

XXII. Cost Principles

The HPHA shall utilize standard cost principles at section 3-123, HAR which are available on the SPO website. Nothing in this section shall be construed to create an exemption from any cost principle arising under federal law.

XXIII. Campaign Contributions by State and County Contractors Prohibited

If awarded a Contract in response to this solicitation, the Successful Offeror agrees to comply with section 11-355, HRS, which states that campaign contributions are prohibited from a State and county government contractor during the term of the Contract if the Contractor is paid with funds appropriated by the legislative body between the execution of the Contract through the completion of the Contract.

(END OF SECTION)

Section 2 Scope of Services

I. INTRODUCTION

A. Purpose or need

The HPHA is issuing this RFP to secure an entity to furnish and deliver new vehicles to the HPHA on Oahu, Kauai, Maui, Molokai and Hawaii Island.

B. Funding source and period of availability

Funds are subject to appropriation by the State's Director of Finance and/or U.S. Congress and allocation by the Governor, State Legislature and/or the U.S. Department of Housing and Urban Development (HUD). Funding and period of availability may change upon notice by the HPHA.

It is understood that the Contract shall not be binding, unless the HPHA can document that there is available an unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the Contract. Any Contract entered into as a result of this RFP is binding only to the extent that funds are certified as available and that the availability of funds in excess of the amount certified as available shall be contingent upon future appropriations or special fund revenues.

It has been determined that there are sufficient funds to pay through for the entire term of the Contract using federal and/or other non-federal sources. Pursuant to chapter 103D-315, HRS, the HPHA reserves the right to cancel the Contract when funds are not allotted or otherwise made available to support continuation of performance in subsequent periods. Nothing in this RFP shall be interpreted to mean that the State shall be liable to pay for services at the federal public housing sites with State funds.

II. GENERAL REQUIREMENTS

A. Qualifying Requirements

- The Successful Offeror shall comply with section 103D-601, HRS Cost Principles for Purchase of Goods and Services. The Successful Offeror shall also comply with applicable HUD rules at HUD Handbook 7460.8 REV 2
- 2. The Successful Offeror must have no outstanding balances owing to the HPHA. Exceptions may be granted by the Executive Director of

the HPHA for debts recently acquired and for debts which have a repayment plan approved by the Executive Director of the HPHA.

- Interested offerors are advised that if awarded a Contract, the Successful Offeror must furnish proof of compliance with the requirements of section 3-122-112, HAR:
 - a. Chapter 237, HRS, tax clearance;
 - b. Chapter 383, HRS, unemployment insurance;
 - c. Chapter 386, HRS, workers' compensation;
 - d. Chapter 392, HRS, temporary disability insurance;
 - e. Chapter 393, HRS, prepaid health care; and
 - f. One of the following:
 - Be registered and incorporated or organized under the laws of the State of Hawaii (hereinafter referred to as a "Hawaii business").

Hawaii business. A business entity referred to as a "Hawaii business" is registered and incorporated or organized under the laws of the State of Hawaii. As evidence of compliance, the interested offeror shall submit a CERTIFICATE OF GOOD STANDING issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG). A Hawaii business doing business as a sole proprietorship is not required to register with the BREG, and therefore not required to submit the certificate. A Successful Offeror's status as sole proprietor or other business entity and its business street address will be used to confirm that the Successful Offeror is a Hawaii business.

ii. Be registered to do business in the State of Hawaii (hereinafter referred to as a "compliant non-Hawaii business").

Compliant non-Hawaii business. A business entity referred to as a "compliant non-Hawaii business," is not incorporated or organized under the laws of the State of Hawaii, but is registered to do business in the State. As evidence of compliance, the interested offeror shall submit a CERTIFICATE OF GOOD STANDING.

4. Business Office

The Successful Offeror shall have, at a minimum, a telephone number and electronic mail address from which it conducts business

and is accessible by telephone from 8:00 a.m. to 5:00 p.m. HST, for concerns or requests that need immediate attention. An answering service is not acceptable. An office location, phone number and electronic mail address shall be stated in the interested offeror's proposal.

5. State License

Chapter 437, HRS, as amended, provides for regulating and licensing of motor vehicle manufacturers and distributors and their branches and representatives, motor vehicle dealers, salesmen, auctions and auctioneers and any other persons engaged in the business of selling or purchasing motor vehicles in the State of Hawaii. Therefore, all prospective Offerors who are interested in selling vehicles to the State of Hawaii shall provide proof that they meet and satisfy the licensing requirement set for in said statute by listing the license number in the proposal.

Section 437-2(e) provides that, notwithstanding any provisions of Chapter 437, HRS, the authority of any State agency to purchase motor vehicles for State use from any dealer licensed under Chapter 437 shall not be limited or conditioned. Any dealer licensed under Chapter 437 may sell vehicles to any State agency notwithstanding section 437-2(b). "Motor vehicle" includes any vehicle, motor vehicle, or truck, as defined in Sections 249-1 and 249-2, HRS, as amended, except for tractors, trailers and amphibious vehicles.

6. Certifications of Eligibility

The Successful Offeror shall demonstrate compliance with the following:

- a. Tax Clearance, Form A-6;
- Department of Labor and Industrial Relations, Application for Certificate of Compliance, Form LIR #27; and
- Certificate of Good Standing issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG).

The Successful Offeror may demonstrate compliance of the above by using the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at:

http://vendors.ehawaii.gov/hce/splash/welcome.html

The HCE provides the applicant with a "Certificate of Vendor Compliance" with current compliance status as of the issuance date, accepted for both contracting purposes and final payment. Businesses that elect to use the new HCE services will be required to pay any annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC).

7. Indemnification

The Successful Offeror shall defend, indemnify, and hold harmless the State of Hawaii, the HPHA, its elected and appointed officials, officers, and employees, from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands arising out of or resulting from the acts or omissions of the Successful Offeror or the Successful Offeror's officers, employees, agents or subcontractors.

8. Insurance Requirements

Within 15 days after award of the Contract and prior to the execution of the Contract, the Successful Offeror shall furnish to the Contracting Officer a valid certificate(s) of insurance as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified. This insurance must be maintained throughout the entire performance period. Failure to maintain the required insurance is considered a material default of the Contract.

a. Workers' Compensation

The Successful Offeror shall carry Workers' Compensation insurance in such form and amount to satisfy the applicable the State Workers' Compensation Law. Workers' Compensation must be issued by an admitted carrier authorized to do business in the State of Hawaii.

b. Liability Insurance

The Successful Offeror shall maintain the following minimum insurance limits and coverage:

Coverages

Commercial General Liability with Personal Injury Liability

<u>Limits</u>

\$1,000,000 per occurrence for bodily injury and personal property damage and \$2,000,000 for general aggregate

Personal injury liability limit of \$1,000,000 per occurrence.

Automobile Insurance

Bodily injury liability limits of \$1,000,000 each person and \$1,000,000 per accident and property damage liability limits of \$1,000,000 per accident OR \$2,000,000 combined single limit

Workers' Compensation as required by laws of the State of Hawaii

Insurance to include Employer's Liability. Both such coverages shall apply to all employees of the Successful Offeror and to all employees of sub-contractors in case any sub-contractor fails to provide adequate similar protection for all its employees

To satisfy the minimum coverage limits required by this Contract, the Successful Offeror may use an umbrella policy in addition to the mandatory insurance policies (i.e., General Liability Insurance, Automobile Insurance, and Workers' Compensation) provided that the HPHA approves, and the umbrella policy follows the underlying coverage forms.

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the Contract, including all Supplemental Contracts.

Upon execution of the Contract, the Successful Offeror agrees to deposit with the HPHA, a valid certificate(s) of insurance necessary to satisfy the HPHA that the insurance provisions of this Contract have been complied with and to keep such insurance in effect and the certificate(s) on deposit with the HPHA during the entire term of this Contract. Upon request of the HPHA, the Successful Offeror shall be responsible for furnishing a copy of the policy or policies.

Failure of the Successful Offeror to provide and keep in force such insurance shall be regarded as material default under this Contract. The HPHA shall be entitled to exercise any or all of the remedies provided in this Contract for default of the Successful Offeror.

The procuring of such required insurance shall neither be construed to limit the Successful Offeror's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, the Successful Offeror shall be obligated for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Contract.

The HPHA is a self-insured State agency. The Successful Offeror's insurance shall be primary. Any insurance maintained by the State of Hawaii shall apply in excess of, and shall not contribute with, insurance provided by the Successful Offeror.

The Successful Offeror shall provide written notice to the HPHA of any cancellation or change in provisions thirty calendar days prior to the effective date of such cancellation or change.

c. Other Additional Insurance

The Successful Offeror may, at its own expense, place additional insurance coverage for further protection subject to the HPHA's approval. Request for approval will include a description of the additional insurance coverage, premium and justification.

B. Type of Contract

1. The Successful Offeror shall be required to execute a Contract for Goods and Services Based on Competitive Sealed Proposals. See Attachments 4 – 9.

The Contract shall be on a reimbursement basis. All costs incurred must be supported by verifiable evidence that payment was made such as invoices and/or receipts. No profit or administrative mark-up shall be allowed on project reimbursable expenses, including, without limitation, postage, supplies, and travel.

Subsequent to the award and within 10 days after the prescribed forms are presented for signature, the Successful Offeror shall execute and deliver to the HPHA a Contract in such number of copies as required by the HPHA.

The Successful Offeror will be required to enter into a formal written contract with the HPHA in accordance with the laws, rules and regulations of the State of Hawaii. The stated requirements appearing elsewhere in this RFP shall be incorporated and shall become part of the terms and conditions of the Contract.

By submission of a proposal, interested offerors warrant and represent that they have read and are familiar with the contractual and service requirements set forth in the RFP and its attachments, the provisions of which are expressly incorporated into this RFP by reference.

All proposals shall become the property of the HPHA. The Successful Offeror's proposal will be incorporated in the resulting Contract by reference.

2. Subcontracting

No work or services shall be subcontracted or assigned without the prior written approval of the HPHA. No subcontract shall under any circumstances relieve the Successful Offeror of his/her obligations and liability under contract with the HPHA. All persons engaged in performing the work covered by the Contract shall be considered employees of the Successful Offeror.

3. Contract Modification

The Contract may be modified only by a written supplemental contract signed by the HPHA and personnel authorized to sign contracts on behalf of the Successful Offeror as designated in a corporate resolution, if applicable.

4. Additional Services and Fees

For work not described in the Contract, the Successful Offeror and the HPHA may negotiate for additional services related to the furnishing of new vehicles to the HPHA Administrative Office and MWH redevelopment project and other related fees which may arise during the course of the Contract. Any agreement shall be in writing, executed by all parties, and shall be attached to the Contract as an amendment to expire at the same time as the original Contract or subsequent extension period.

5. Laws, Rules, Ordinances and Regulations

Reference to Federal, State, City and County laws, ordinances,

rules and regulations and standard specifications shall include any amendments thereto effective as of the date of the RFP.

6. **Bonds**

C.

No performance or payment bond is required.

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Single or multiple contracts to be awarded

☐ Single ☐ Multiple ☐ Single & Multiple

D. Single or multi-term contracts to be awarded

Single term (≤ 2 yrs)	☐ Multi-term (> 2 yı	ſS.)
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Initial term of contract: 120 Calendar Days upon issuance of the

Notice to Proceed

Length of each extension: Up to 90 Calendar Days;

Maximum length of contract: 210 Calendar Days

The initial period shall commence on the Contract start date. The following conditions must be met for an extension:

- 1. The Contractor has experienced beyond their control a delay in delivering the vehicles which is agreed upon by the HPHA
- 2. A Supplemental Contract must be executed prior to expiration of the Primary Contract; and
- 3. The HPHA may be required to obtain HUD approval in writing of the extension prior to execution of a Supplemental Contract; and
- 4. The Contractor must obtain the HPHA approval in writing and a notice to proceed with the extension.

The option to extend the Contract shall be at the sole discretion of the HPHA. The Contract shall be extended at the same rates as proposed in the original proposal unless price adjustments are provided. Submission of a proposal constitutes acknowledgement of the interested offeror that the interested offeror is able and willing to deliver the contracted amount of vehicles by the end the Contract period. If the Successful Offeror is unwilling or unable to deliver the vehicles by the maximum allowable period of the Contract, the HPHA reserves the right to assign the costs of reprocurement to any payments owed under the Contract. These costs

E. Contract price adjustments

Each proposal offered shall be firm for a 120-calendar day period upon issuance of the Notice to Proceed.

The following conditions must be met for the HPHA to consider a price adjustment:

- 1. The Contractor provides adequate documentation of price increase; and
- 2. The request for increase must be reasonable and there must be a sufficient amount of funds available to support the increase.

III. CONTRACT MONITORING & REMEDIES

A. Monitoring

- The satisfactory provision of goods and services shall be monitored by the Contract Administrator. Performance will be monitored on an ongoing basis by the HPHA through desk monitoring, site inspection and/or other methods by the Contract Administrator and his/her designated representative(s).
- 2. Should the Successful Offeror fail to comply with the requirements of the Contract, the HPHA may request a written corrective action plan, a timeline for implementation, and the responsible parties. The HPHA will monitor the Successful Offeror for implementation of the corrective action plan. The HPHA reserves the right to request regular or additional reports on progress towards compliance with the Contract and the corrective action plan.
- 3. Should the Successful Offeror continue to fail to comply with the requirements of the Contract, the HPHA reserves the right to engage the services of another company to perform the services, to remedy the defect or failure and to deduct such costs from monies due to the Successful Offeror or to directly assess the Successful Offeror.
- 4. In the event the Successful Offeror fails, refuses, or neglects to perform the services in accordance with the requirements of this RFP, and the Contract, the HPHA reserves the right to purchase in the open market, a corresponding quantity of services, and to deduct this cost from moneys due or that may thereafter become due the Successful Offeror. In case money due to the Successful Offeror is insufficient for this purpose, the Successful Offeror shall pay the difference upon demand by the HPHA. The HPHA may also utilize all other remedies provided under the Contract and by law and rules.

a corresponding quantity of services, and to deduct this cost from moneys due or that may thereafter become due the Successful Offeror. In case money due to the Successful Offeror is insufficient for this purpose, the Successful Offeror shall pay the difference upon demand by the HPHA. The HPHA may also utilize all other remedies provided under the Contract and by law and rules.

5. In the event the Successful Offeror is not performing the required services as contracted, the HPHA reserves the right to extend the Contract for intervals of less than 90 calendar days. During this time, the HPHA will monitor the Successful Offeror's performance and/or improvement and the implementation of its corrective action plan to determine whether the HPHA will continue to Contract with the Successful Offeror.

B. Termination

The HPHA reserves the right to terminate any Contract without penalty for cause or convenience as provided in the General Conditions.

IV. SCOPE OF SERVICES

- **A**. Minimum and/or Mandatory Requirements for Goods/Services:
 - 1. Make, Model and Other Information. Interested offerors shall identify in the proposal, the year of manufacture, the exact manufacturer name (make) and model of vehicles offered.
 - 2. Product Literature Certifications
 - a. Interested offerors shall include in the proposal two (2) copies of the factory printed literature of the model(s) to be furnished and the user's manual covering care and operation.
 - b. Upon request by the HPHA, the Successful Offeror shall provide written instructions for care and operation of each vehicle.
 - 3. Product Quality & Workmanship
 - a. The furnished vehicles shall be clean and free from any defects which may affect appearance, performance or serviceability.
 - Reference to standards, codes, regulations and specifications, shall meet the latest revision in effect at the date of the Request for Proposals.

c. The vehicle(s) offered and furnished under this specification shall be of a make and general type which has been manufactured for at least one (1) year and has given satisfactory service.

4. Vehicle Delivery

a. The Successful Offeror shall coordinate delivery with the authorized HPHA representative identified in the Contract documents. New vehicles furnished under these specifications shall be delivered within ninety (90) calendar days of the official commencement date on the Notice to Proceed. Vehicles shall be delivered to the following addresses:

Group	AMP	Address	Officer-In-Charge
A: Oahu	AMP 30	99-132 Kohomua Street Aiea, HI 96701	Ms. Lori Nakanishi Ph: (808) 483-2550
A: Oahu	AMP 31	2250 Kalena Drive Honolulu, HI 96819	Ms. Christianna Brown Ph: (808) 832-3336
A: Oahu	AMP 32/33	521 North Kukui Street Honolulu, HI 96817	Ms. Cynthia Yoshida Ph: (808) 832-3153
A: Oahu	AMP 34	1545 Kalakaua Avenue Honolulu, Hl 96826	Ms. Stephanie Fo Ph: (808) 973-0193
A: Oahu	AMP 35	1220 Aala Street Honolulu, HI 96813	Ms. Stephanie Fo Ph: (808) 586-9739
A: Oahu	COCC	1002 N. School St Honolulu, HI 96817	Ms. Kaui Martinez Ph: (808) 832-4688
B: Hawaii	AMP 37	600 Wailoa Street Hilo, HI 96720	Ms. Tammy Passmore Ph: (808) 933-0474
C: Kauai	AMP 38	4726 Malu Road Kapaa, HI 96746	Mr. Gary Gaines Ph: (808) 821-4415
D: Maui	AMP 39	2015 Holowai Place Wailuku, HI 96793	Ms. Vanessa Medeiros Ph: (808) 243-5001
E: Molokai	AMP 39	100 Maunaloa Hwy Maunaloa, Hl 96770	Ms. Vanessa Medeiros Ph: (808) 243-5001

Representatives of both the Successful Offeror and the HPHA shall be present at the delivery site for purposes of visual inspection, acceptance, and, if necessary, for instruction in use of equipment. Prior to delivery, the Successful Bidder must contact the State representative listed to coordinate delivery arrangements.

- b. The HPHA shall inspect all vehicles upon delivery or within 24 hours of delivery for defects or problems. Any reports or defects shall be reported to the Successful Offeror for repair. Nothing in this section is intended to waive the HPHA's rights of future claims of defect (e.g., recall notices).
- c. The Successful Offeror shall complete delivery within the time allowed by the Contract. If the Successful Offeror fails to deliver within the time allowed, the Liquidated Damages provision shall apply. However, the Successful Offeror will not be held responsible for the delay provided he notifies the Procurement Officer in accordance with the General Conditions and the reason for the delay is an acceptable cause for delay as determined by the HPHA representative.

5. Warranties

- a. At minimum, all vehicles provided under the terms of the agreement shall have a minimum extended seven (7) year/84,000 mile, original equipment manufacturer bumper to bumper warranty. Warranty documents (Successful Offeror's and manufacturer's) shall be delivered with the vehicles and shall detail manufacturer's obligations and manufacturer's and Successful Offeror's warranty procedures.
- b. During the warranty period, the Successful Offeror shall ensure all repairs are completed by a certified technician using approved parts so as not to void the manufacturer's warranty. If replacement parts are used and such use voids the warranty, the Successful Offeror shall replace the vehicle at no additional cost to the HPHA.

6. EPA Requirement

- a. All vehicles furnished shall include and comply with all Federal Motor Vehicle Safety Standards. Vehicles furnished shall also comply with the Code of Federal Regulations, Title 40, Part 85: Control of Air Pollution from New Motor Vehicles and New Motor Vehicle Engines, Environmental Protection Agency, and relevant updates/revisions.
- b. The State may, at any time and by written order, stop delivery of any vehicle not conforming to these specifications, such stop order shall not relieve the Contractor of his obligation to complete his contact within the contract time limits nor shall it in any way terminate, cancel or abrogate the contract or any part thereof.

7. Required Certificates

- a. Current (within 30 days) Hawaii Safety Inspection Certificate (in duplicate) and decal;
- b. Application for Registration of Passenger Carrying Motor Vehicle; Form #DF-L-1 (Rev. 1/84) or its latest revision;
- c. Odometer certification;
- d. Notarized Certificate Bill of Sale (not required of Oahu dealerships);
 and
- e. Certificate of Weight and Measures (required if factory furnished vehicle weight is unavailable; e.g. vehicles with post-factory modifications or alterations). Certificate must include make, model number, year and vehicle identification number. Verified weight in pounds must be officially machine-stamped; handwritten weight will not be acceptable.

These certificates are essential for the proper registration and licensing of new vehicles. Therefore, acceptance of and payment of the vehicle delivered will not be made without submittal of necessary certificates. The HPHA shall be responsible for registering and licensing of procured vehicles; the registration and licensing shall be conducted in the County where the vehicles are delivered.

8. Service Facility

At the time of proposal submittal, the Offeror shall have an established place of business with reasonable inventory of replacement parts and shop facility for repairing and servicing the vehicles and any accessories offered. Such facility shall be located on the island where the vehicles are delivered.

If the Offeror does not have a facility on the island where the vehicle will be serviced, the Offeror shall arrange with a company on the island to provide the State with repair services and shall furnish the name and address of this facility in proposal. The State reserves the right to inspect the Offeror's repair and service shop to determine acceptability under this requirement. Failure on the part of the Offeror to meet this requirement may result in rejection of the proposal.

9. Routine Maintenance

Routine maintenance shall be conducted every 12 months or 12,000 miles whichever occurs first for a period of five (5) years. Preventive maintenance shall include, without limitation, changing of engine oil, replacing of oil filter, replace fuel filter, replace spark plugs, check level and refill brake fluid, check brake pads/liners, brake discs/drums and replace if worn out, check level and refill power steering fluid, check level and refill automatic transmission fluid, grease and lubricate components, inspect and replace timing belt or timing chain if needed, check condition of the tires, check for proper operation of all lights, wipers and tire rotation. The HPHA shall bring the vehicles to be serviced to the service facility identified in the Offeror's proposal.

10. Product Quality

Vehicles furnished under these provisions and specifications shall be new and free from defects. An unacceptable item must be replaced with an item of acceptable quality within one (1) month of notification. Best quality shall be determined solely at the discretion of the HPHA. The replacement of any unacceptable item shall not relieve the Successful Offeror from the responsibility imposed upon him by the Contract. The acceptability of any vehicle is judged solely by the HPHA. Payment, whether partial or final, shall not be construed to be an acceptance of an unacceptable vehicle(s).

11. Administrative Requirements

The Successful Offeror shall designate a contact person who will be responsible for project oversight and ensure Contract performance. The contact person shall be able to respond to the HPHA's inquiries, complaints/ problems within one (1) working day.

B. Technical Specifications

The total price proposal for each Group shall be based on the furnishing and delivery of the following:

- i. Group A: Oahu Two (2) new 1-ton pick-up trucks; Nine (9) new 3/4-ton pick-up trucks; 10 new 1/2-ton pick-up trucks, 12 new 4-door standard pickup trucks, and 11 new 2-door standard pickup trucks.
- ii. Group B: Hawaii Island One (1) new 3/4-ton pick-up truck w/4-wheel drive; one (1) new 1/2-ton pick-up truck and two (2) new 2-door standard pickup trucks.

- iii. Group C: Kauai Five (5) new 3/4-ton pick-up trucks; one (1) w/4-wheel drive.
- iv. Group D: Maui One (1) new 3/4-ton pickup truck w/4-wheel drive; four (4) new 1/2-ton pick-up trucks; and one (1) new 4-door standard pickup truck.
- v. Group E: Molokai One (1) new 1/2-ton pick-up truck.
- 1. Minimum Specifications
 - a. Type New Full Size Pick-Up Truck 1-Ton

The HPHA intends to purchase **two (2) new 1-ton pick-up trucks for Group A: Oahu**. All specifications/quantities listed represent a minimum, unless otherwise specified.

i. Model Year: 20

2019 or Newer

ii. Model:

Ford F-350/450, Chevrolet Silverado 3500 or

Similar

iii. Engine:

6.2 Liter

Eight (8) Cylinder

Vehicles may need to comply with the U.S. Department of Energy's Energy Policy Act of 1992 (EPACT) requirements for Alternative Fueled Vehicles. All vehicles shall be Flexible-Fuel vehicles with a common fuel tank designed to run on varying blends of unleaded gasoline with either ethanol or methanol. All vehicles must be designed to operate on one (1) of the following fuels:

- All gas; or
- Flexible fuel ratio ranging from a maximum of 85% ethanol and 15% gasoline to a 100% gasoline (E85); or
- Dedicated compressed natural gas only (CNG); or
- Bi-Fuel, compressed natural gas or gasoline (CNG2); or
- Total Electric power from rechargeable batteries (Electric); or
- Liquid Natural Gas "bi-fuel" (LNG2); or
- Dedicated liquid propane only (LPG); or
- Bi-Fuel liquid propane gas or Gasoline (LPG2)
- iv. Transmission: Six (6) Speed Automatic

Rear Wheel Drive, With Overdrive and Tow/Haul

Mode

v. Body/Cab: Crew Cab with Four (4) Doors, Eight (8) Foot Bed

GVWR 10.001 - 14.000

vi. Mechanical: Power Four (4) Wheel Disc Brakes with Rear Anti

Lock Brakes Front Disc

Power Rack and Pinion Steering Hood Open Assist Mechanisms

vii. Wheels: LT245 Radial Tires

Full Size Spare Tire with Underframe

Jack and Wheel Wrench

viii. Suspension: Axles, Springs, and Shock Absorbers Must Meet

Manufacturers and Federal GAWR Requirements

ix. Interior: Five (5) Passenger Seating Capacity with Seat Belt

Positions

Adaptive Cruise Control Adjustable Steering Wheel

Air Conditioning AM/FM Radio Auxiliary Port

Standard Vinyl Upholstery

Keyless Entry

Power Windows/Door Locks

Standard Floor Mats

Vehicle Anti-Theft System

x. Safety/Security: Dual Front Air Bags (SRS)

Safety Belt Pretensioners

Belt Usage Sensors/Reminders Alert Chimes (Rear Parking Aid)

Side Intrusion Door Beams

On Board Hands Free Communication System

Back Up Camera

xi. Exterior: Color: Factory White or Silver (White Preferred)

Dual Outside Mirrors

Factory Tinted Glass; All Windows

Auto Headlamps

Rear and Brake Lamps

Tow Hitch

Trailer Package w/Power Source in Bumper Windshield Wipers with Variable Speed

Drop In Bed Liner Over Rails

Metal Ladder Racks

Side Mount Tool Boxes; type - Stainless Steel, 72"

Length x 12" Deep x 16" High

xii. Tailgate:

Powerlift; 55" x 38", Two (2) Piece Aluminum

Platform; 1500 lbs Capacity

xiii. Other:

Operator's Manual

Mileage Shall Not Exceed 500 Miles at Time of

Delivery

Shop Repair Manual, Owner's Manual (Two (2)

Sets) or Approved Substitute

Vehicle Safety Inspection Not Less Than 30 Days

of Expiration at Time of Delivery

Two (2) Sets of Keys

Back Up Alarm

7-year/84,000 Miles Extended Warranty

Quarterly Routine Maintenance

b. Full Size Pick-Up Truck – 3/4-Ton

The HPHA intends to purchase 9 new 3/4-ton pick-up trucks for Group A: Oahu, one (1) new 3/4-ton pick-up truck for Group B: Hawaii Island, five (5) new 3/4-ton pick-up trucks for Group C: Kauai and one (1) new 3/4-ton pick-up truck for Group D: Maui. All specifications/quantities listed represent a minimum, unless otherwise specified.

i. Model Year:

2019 or Newer

ii. Model:

Ford F-250/450, Chevrolet Silverado 2500, Dodge

RAM 2500, GMC Sierra 2500 or Similar

iii.

Engine:

6.2 Liter

Six (6) Cylinder

Vehicles may need to comply with the U.S. Department of Energy's Energy Policy Act of 1992 (EPACT) requirements for Alternative Fueled Vehicles. All vehicles shall be Flexible-Fuel vehicles with a common fuel tank designed to run on varying blends of unleaded gasoline with either ethanol or methanol. All vehicles must be designed to operate on one (1) of the following fuels:

- All gas; or
- Flexible fuel ratio ranging from a maximum of 85% ethanol and 15% gasoline to a 100% gasoline (E85); or

Dedicated compressed natural gas only (CNG); or

• Bi-Fuel, compressed natural gas or gasoline (CNG2); or

Total Electric power from rechargeable batteries (Electric); or

Liquid Natural Gas "bi-fuel" (LNG2); or

Dedicated liquid propane only (LPG); or

Bi-Fuel liquid propane gas or Gasoline (LPG2)

iv. Transmission: Six (6) Speed Automatic

Rear Wheel Drive with Overdrive and Tow/Haul

Mode

Four (4) Wheel Drive; one (1) each for Group B: Hawaii Island, Group C: Kauai and Group D: Maui

v. Body/Cab: Crew Cab with Four (4) Doors, Eight (8) Foot Bed

(Quantity: Group A: Oahu – Seven (7); Group C: Kauai – Five (5); Group D: Maui – One (1))
Crew Cab with Four (4) Doors, 6 Foot Bed
(Quantity: Group A: Oahu – Six (6); Group B:

Hawaii Island One (1)) GVWR 6,001 – 10,000

vi. Mechanical: Power Four (4) W

Power Four (4) Wheel Disc Brakes with Rear Anti-Lock Brakes

Front Disc

Power Rack and Pinion Steering Hood Open Assist Mechanisms

vii. Wheels: LT245 Radial Tires

Full Size Spare Tire with Underframe

Jack and Wheel Wrench

viii. Suspension: Axles, Springs, and Shock Absorbers Must Meet

Manufacturers and Federal GAWR Requirements

ix. Interior: Five (5) Passenger Seating Capacity with Seat

Belt Positions on Crew Cab Adaptive Cruise Control

Adjustable Steering Wheel

Air Conditioning AM/FM Radio Auxiliary Port Keyless Entry

Standard Vinyl Upholstery Power Windows/Door Locks

Standard Floor Mats

Vehicle Anti-Theft System

x. Safety/Security Dual Front Air Bags (SRS)

Safety Belt Pretensioners

Belt Usage Sensors / Reminders Alert Chimes (Rear Parking Aid) Side Intrusion Door Beams

On Board Hands Free Communication System

Back Up Camera

xi. Exterior: Color: Factory White or Silver (White Preferred)

Dual Outside Mirrors

Factory Tinted Glass; All Windows

Auto Headlamps

Rear and Brake Lamps

Tow Hitch

Trailer Package w/Power Source in Bumper Windshield Wipers with Variable Speed

Drop In Bed Liner Over Rail

Metal Ladder Racks

Side Mount Tool Boxes; type - Stainless Steel, 72"

Length x 12" Deep x 16" High

xii. Tailgate:

Powerlift; 55" x 38"; Two (2) Piece Aluminum

Platform; 1500 lbs Capacity

xiii. Other:

Operator's Manual

Mileage Shall Not Exceed 500 Miles at Time of

Delivery

Shop Repair Manual, Owner's Manual; Two (2)

Sets or Approved Substitute

Vehicle Safety Inspection Not Less Than 30 Days

of Expiration at Time of Delivery

Two (2) Sets of Keys

Back Up Alarm

Seven (7) Year/84,000 Miles Extended Warranty

Quarterly Routine Maintenance

c. Mid Size Pick Up Trucks – 1/2-Ton

The HPHA intends to purchase 10 new 1/2-ton pick-up trucks for Group A: Oahu; one (1) new 1/2-ton pick-up truck for Group B: Hawaii Island; four (4) new 1/2-ton pick-up trucks for Group D: Maui; one (1) new 1/2-ton pick-up trucks for Group E: Molokai. All specifications/ quantities listed represent a minimum, unless otherwise specified.

i. Model Year:

2019 or Newer

ii. Model:

Ford F-150/450, Chevrolet Silverado 1500, GMC

Sierra, Dodge Ram 1500, Toyota Tundra, Nissan

Titan or Similar

iii. Engine:

3.5 Liter

Six (6) Cylinder

All vehicles shall comply with the U.S. Department of Energy's Energy Policy Act of 1992 (EPACT) requirements for Alternative Fueled Vehicles. All vehicles shall be Flexible-Fuel vehicles with a common fuel tank designed to run on varying blends of unleaded gasoline with either ethanol or methanol. All vehicles must be designed to operate on one (1) of the following fuels:

- Flexible fuel ratio ranging from a maximum of 85% ethanol and 15% gasoline to a 100% gasoline (E85); or
- Dedicated compressed natural gas only (CNG); or
- Bi-Fuel, compressed natural gas or gasoline (CNG2); or
- Total Electric power from rechargeable batteries (Electric); or
- Liquid Natural Gas "bi-fuel" (LNG2); or
- Dedicated liquid propane only (LPG); or
- Bi-Fuel liquid propane gas or Gasoline (LPG2)
- iv. Transmission:

Six (6) Speed Automatic

Rear Wheel Drive with Overdrive and Tow/Haul

Mode

v. Body/Cab:

Crew Cab with Four (4) Doors, Eight (8) Foot Bed (Quantity: Group A: Oahu – Nine (9); Group D: Maui – Four (4); Group E: Molokai – One (1))
Crew Cab with Four (4) Doors, Six (6) Foot Bed (Quantity: Group A: Oahu – One (1); Group B: Hawaii Island – One (1); Group E: Molokai – One

(1)

GVWR 6,001 – 10,000

vi. Mechanical:

Power Four (4) Wheel Disc Brakes with Rear Anti

Lock Brakes

Front Disc

Power Rack and Pinion Steering Hood Open Assist Mechanisms

vii. Wheels:

LT245 Radial Tires

Full Size Spare Tire with Underframe

Jack and Wheel Wrench

viii. Suspension: Axles, Springs, and Shock Absorbers Must Meet

Manufacturers and Federal GAWR Requirements

ix. Interior: Five (5) Passenger Seating with Seat Belt Positions

on Crew Cab

Adaptive Cruise Control Adjustable Steering Wheel

Air Conditioning AM/FM Radio Auxiliary Port

Standard Vinyl Upholstery Power Windows/Door Locks

Standard Floor Mats

Vehicle Anti-Theft Systems

x. Safety/Security Dual Front Air Bags (SRS)

Safety Belt Pretensioners

Belt Usage Sensors/Reminders Alert Chimes (Rear Parking Aid) Side Intrusion Door Beams

On Board Hands Free Communication System

Back Up Camera

xi. Exterior: Color: Factory White or Silver (White Preferred)

Dual Outside Mirrors

Factory Tinted Glass; All Windows

Auto Headlamps

Rear and Brake Lamps

Tow Hitch

Windshield Wipers with Variable Speed

Drop In Bed Liner Over Rail

Metal Ladder Racks

Side Mount Tool Boxes; type – Stainless Steel, 72"

Long x 12" Deep x 16" High

xii. Tailgate: Powerlift; 55" x 38"; Two (2) Piece Aluminum

Platform; 1500 lbs Capacity

xiii. Other: Operator's Manual

Mileage Shall Not Exceed 500 Miles at Time of

Delivery

Shop Repair Manual, Owner's Manual; Two (2)

Sets or Approved Substitute

Vehicle Safety Inspection Not Less Than 30 Days

of Expiration at Time of Delivery

Two (2) Sets of Keys

Back Up Alarm 7-Year/84,000 Miles Extended Warranty Quarterly Routine Maintenance

d. Standard Pick Up Trucks

The HPHA intends to purchase 23 new standard pick-up trucks for Group A: Oahu; two (2) for Group B: Hawaii Island; and one (1) new standard pick-up trucks for Group D Maui. All specifications/ quantities listed represent a minimum, unless otherwise specified.

i. Model Year:

2019 or Newer

ii. Model:

Ford Ranger, Chevrolet Colorado, Toyota

Tacoma, or Similar

iii. Engine:

2.7 Liter

Four (4) Cylinder

All vehicles shall comply with the U.S. Department of Energy's Energy Policy Act of 1992 (EPACT) requirements for Alternative Fueled Vehicles. All vehicles shall be Flexible-Fuel vehicles with a common fuel tank designed to run on varying blends of unleaded gasoline with either ethanol or methanol. All vehicles must be designed to operate on one (1) of the following fuels:

- Flexible fuel ratio ranging from a maximum of 85% ethanol and 15% gasoline to a 100% gasoline (E85); or
- Dedicated compressed natural gas only (CNG); or
- Bi-Fuel, compressed natural gas or gasoline (CNG2); or
- Total Electric power from rechargeable batteries (Electric); or
- Liquid Natural Gas "bi-fuel" (LNG2); or
- Dedicated liquid propane only (LPG); or
- Bi-Fuel liquid propane gas or Gasoline (LPG2)
- iv. Transmission:

6-Speed Automatic Rear Wheel Drive

v. Body/Cab:

Crew Cab with Four (4) Doors, Six (6) Foot Bed (Quantity: Group A: Oahu – 12; Group D: Maui – Two (2)) Access Cab with 2 Doors, 8 Foot Bed

(Quantity: 1 – Kauai)

Access Cab with Two (2) Doors, Six (6) Foot Bed (Quantity: Group A: Oahu – 11; Group B: Hawaii

Island – Two (2) GVWR 6000 or less vi. Mechanical: Power 4-Wheel Disc Brakes with Rear Anti Lock

Brakes Front Disc

Power Rack and Pinion Steering Hood Open Assist Mechanisms

vii. Wheels: LT245 Radial Tires

Full Size Spare Tire With Underframe

Jack and Wheel Wrench

viii. Suspension: Axles, Springs, and Shock Absorbers Must Meet

Manufacturers and Federal GAWR Requirements

ix. Interior: Five (5) Passenger Seating with Seat Belt Positions

on Crew Cab (Crew Cab with 4 Doors) **and** Two Passenger Seating with Seat Belt Positions on Crew Cab (Extended Cab with 2 Doors)

Air Conditioning AM/FM Radio

Adaptive Cruise Control Adjustable Steering Wheel

Air Conditioning AM/FM Radio Auxiliary Port

Standard Vinyl Upholstery Power Windows/Door Locks

Standard Floor Mats

Vehicle Anti-Theft Systems

x. Safety/Security: Dual Front Air Bags (SRS)

Safety Belt Pretensioners

Belt Usage Sensors / Reminders Alert Chimes (Rear Parking Aid) Side Intrusion Door Beams

xi. Exterior: Color: Factory White or Silver (White Preferred)

Dual Outside Mirrors

Factory Tinted Glass; All Windows

Headlamps

Rear and Brake Lamps

Windshield Wipers with Variable Speed

Drop In Bed Liner Over Rail

xii. Other: Operator's Manual

Mileage Shall Not Exceed 500 miles at Time of

Delivery

Shop Repair Manual or Owner's Manual (2 sets)
Vehicle Safety Inspection Not Less Than 30 Days
of Expiration at Time of Delivery
Two (2) Sets of Keys
Back Up Alarm
7-Year / 84,000 Miles Extended Warranty
Quarterly Routine Maintenance

C. Payment

- Section 103-10, HRS, provides that the HPHA shall have 30 calendar days after receipt of invoice or satisfactory delivery of goods or performance of the services to make payment. For this reason, the HPHA will reject any proposal submitted with a condition requiring payment within a shorter period. Further, the HPHA will reject any proposal submitted with a condition requiring interest payments greater than that allowed by section 103-10, HRS, as amended.
- 2. The invoice(s) shall include the unit and total cost for each proposed vehicle by groups. The price submitted shall be the all-inclusive price charged to the HPHA including, without limitation, administrative costs, licensing, warranty, delivery, applicable taxes and all other necessary costs to furnish the vehicle(s).
- 3. The Successful Offeror shall submit one (1) original invoice(s), upon delivery for services rendered to:

Hawaii Public Housing Authority Attn: Property Mgmt. and Maint. Svcs. Branch P.O. Box 17907 Honolulu, Hawaii 96817

Upon receipt of the invoice, the HPHA shall date stamp the invoice, and use this receipt date to calculate the 30 day payment period. For the purposes of this paragraph, the Successful Offeror's invoice date shall not be considered.

All invoices shall reference the Contract number assigned to the Contract. Payment shall be in accordance with section 103-10, HRS, upon certification by the Contract Administrator that the Successful Offeror has submitted the receipts for the goods and services specified.

4. For final payment, the Successful Offeror must submit a valid original tax clearance certificate "Certification of Compliance for Final Payment" (SPO Form-22). The Successful Offeror is required to submit a tax clearance certificate for final payment on the Contract. A valid HCE Certificate of Vendor Compliance in lieu of the tax clearance is acceptable.

(END OF SECTION)

Section 3 Proposal Forms and Instructions

I. General Instructions

When an interested offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks identified in this RFP. The interested offeror's proposal must demonstrate an understanding of and the ability to meet and perform all contractual requirements listed in this RFP.

The submission of a proposal shall constitute the interested offeror's indisputable representation of compliance with every requirement of the RFP, and that the RFP documents are sufficient in scope and detail to indicate and convey a reasonable understanding of all terms and conditions of performance of the work to interested offeror.

An interested offeror shall **submit one (1) original proposal marked "ORIGINAL"** and three (3) copies of the original marked "COPY." It is imperative to note that the interested offeror submit only one (1) original and the required number of copies. The outer envelope or packaging of the proposals shall be sealed and clearly marked with the RFP number and title, the interested offeror's name, address, and contact telephone number(s).

Any and all corrections to a proposal shall be initialed in ink by the person signing the proposal for the interested offeror. Any illegible or otherwise unrecognizable corrections or initials may cause rejection of the proposal.

Before submitting a proposal, each interested offeror must:

- Thoroughly examine the solicitation documents. Solicitation documents include this RFP, any attachments, plans referred to herein, and any other relevant documentation.
- 2. Be familiar with local, State, and Federal laws, ordinances, rules and regulations that may in any manner affect cost, progress, or performance of the work.

Proposals shall be submitted to the HPHA in the prescribed format outlined in this RFP. A written response is required for each item, unless indicated otherwise.

Offerors may include supplemental literature, brochures or other information which may demonstrate related experience in the proposal packet. Supplemental literature or other information may not exceed five (5) double-sided pages (8-1/2 "x 11") unless approved by the HPHA.

II. Proposal Forms

- A. The proposal forms must be completed and submitted to the HPHA by the required due date and time, and in the form prescribed by the HPHA. Electronic mail and facsimile transmissions shall not be accepted. Proposals submitted on compact disk or in electronic format shall not be accepted.
- B. Interested offeror shall submit its proposal under the interested offeror's exact legal name that is registered with the State of Hawaii's Department of Commerce and Consumer Affairs and shall indicate this exact legal name. Failure to do so may delay proper execution of the Contract.
- C. Interested offeror's authorized signature shall be an original signature in ink. If the proposal is unsigned or the affixed signature is a facsimile or a photocopy, the proposal shall be automatically rejected. If the proposal is not signed by an authorized representative as submitted on the corporate resolution, the proposal shall be automatically rejected.
- D. A proposal security deposit is not required for this RFP.
- F. The numerical outline for the application, the titles/subtitles, and the interested offeror organization and RFP identification information on the top right hand corner of each page should be included.
- G. Consecutive page numbering of the Proposal Application should begin with page one and end with the last numbered page of the complete proposal.
- H. Proposals must be submitted on white, 8-1/2" x 11" paper and shall be bound such as a three-ring binder. Tabbing of sections is required.

III. Proposal Application

A. Offeror Identification Transmittal

An Offeror Identification Transmittal is to be included in the proposal. <u>See</u> Attachment 1. The Offeror Identification Transmittal shall be in the form of a standard business letter and may be submitted on official business letterhead and shall be signed by an authorized representative. The Offeror Identification Transmittal is to include:

 A statement indicating that the interested offeror is a corporation or other legal entity and the taxpayer identification number of the legal entity.

- 2. A statement that the interested offeror is or will be registered to do business in Hawaii and is or will obtain a State General Excise Tax License before the start of the work.
- A statement acknowledging and identifying that all addenda to this RFP issued by the HPHA have been received by the interested offeror. If no addenda have been received, a statement to that effect should be included.

B. **Background**

This section shall include a description and/or structure of the organization, mission statement, number of employees and number of years in business.

C. Experience and Capability

This section shall demonstrate that the offeror has the necessary skills, abilities, knowledge of, and experience relating to the delivery of the proposed goods. The interested offeror shall also provide a listing of verifiable experience with contracts related to the goods to be provided to either a government agency or private entity within the last five (5) years. Identify the name(s) of the client, the nature and duration of the engagements, and primary accomplishments.

D. Service Delivery, Minimum Features, and Other

This section shall demonstrate the offeror's ability to provide the proposed goods on a timely basis to include a detailed timeline. The offeror shall include three (3) copies of the factory printed literature of the model to be furnished, and two (2) sets of the operator's manual, and shop repair manual, owner's manual or approved substitute.

Interested offerors shall include the year of manufacture, the exact manufacturer name (make) and model of vehicles offered, the requested features and any other features or features above and beyond what is requested. See Attachment 2 – Minimum Specifications Checklist.

E. Price Proposal

This section shall include the proposed unit and total cost for each proposed vehicle by groups. The price submitted shall be the all-inclusive price charged to the HPHA including, without limitation, administrative costs, licensing, warranty, delivery, applicable taxes and all other necessary costs to furnish the vehicle(s). See Attachment 3 – Sample Price Proposal.

IV. HUD FORMS

A. Instructions to Offerors Non-Construction, form HUD 5369-B

Form HUD 5369-B is provided for the interested offeror's information and reference. Form HUD 5369-B is included in this RFP and can also be found at www.hudclips.org. See Attachment 12.

B. Certifications and Representations of Offerors, form HUD 5369-C

Form HUD 5369-C must be completed and submitted to the HPHA with the proposal form by the required due date and time, and in the form prescribed by the state purchasing agency. The certification must be signed and dated by an authorized representative. Form HUD 5369-C is included in this RFP and can also be found at www.hudclips.org. See Attachment 13.

(END OF SECTION)

Section 4 Proposal Evaluation & Award

I. Proposal Evaluation

An evaluation committee approved by the HPHA's Executive Director or designee will evaluate all responsive and responsible proposals. The evaluation of such proposals will be based solely on the evaluation criteria set out in this RFP. The evaluation committee's primary responsibility shall be to review the technical aspects of the proposals submitted. The price proposal review will be conducted by the evaluation committee chairperson. The review criteria will be as follows:

Evaluation Categories	Possible Points
Mandatory Requirements	Pass or Rejected 100 Points
Proposal Application	100 Points
a. Experience and Capability Up to 25 points will be awarded based on the degree to which the offeror clearly and concisely demonstrates that it has the necessary skills, abilities, knowledge of, and experience relating to the delivery of the proposed goods.	25 points
b. Specifications Up to 45 points will be awarded based on the degree to which the offeror clearly demonstrates that it will provide the vehicles with the minimum specifications and delivery the vehicles requested in a timely fashion.	45 points
c. Price Proposal The offeror proposing the lowest price will be assigned the maximum points. Each proposal that has a higher cost factor than the lowest will be assigned a lower rating.	30 points
TOTAL POSSIBLE POINTS	100 Points
ADDITIONAL POINTS	Two (2) Points for Each Additional Feature

Proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable.

If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may rank the proposals and limit the priority list to three (3) responsive and responsible offerors who submitted the highest-ranked proposals. If there are less than three (3) acceptable or potentially acceptable proposals, the HPHA shall not be required to hold discussions with these offerors who submitted unacceptable proposals.

II. Mandatory Requirements

The HPHA will conduct an initial review to ensure that all proposals meet the minimum threshold requirements. Proposals will be reviewed to ensure submittal of all required attachments, certifications, forms, and narrative sections.

Statements which indicate that mandatory certifications will be submitted upon Contract award shall be unacceptable.

III. Financial/Price Proposal Review

The financial/price proposal review will be evaluated for financial and contractual acceptability and for reasonableness of the price proposal. The proposal with the lowest cost factor shall receive the highest available rating allocated to cost. Each proposal that has a higher cost factor than the lowest will be assigned a lower rating for cost.

The points allocated higher to higher priced proposals must be equal to the lowest proposal price multiplied by the maximum points available for price, divided by the higher proposal price as follows:

Price of the lowest price proposal x 30 Price of the proposal being rated

In determining whether a proposal is responsive, the HPHA will evaluate the costs and its supporting documentation against realistic operational expenses.

IV. Technical Review

The Successful Offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas identified that affects the evaluation factors for award.

- A. The technical proposal will be evaluated to determine, if the Successful Offeror possesses the capability to successfully perform the requirements of the solicitation. The technical criteria are shown below:
 - 1. Experience and Capability;
 - 2. Service Delivery; and
 - 3. Price Proposal.
- B. Proposals will be evaluated for technical and contractual acceptability. Proposals shall be prepared in accordance with the instructions given in the RFP and shall meet all requirements set forth in this RFP.
- C. All proposals will be reviewed for reasonableness. Those offers that are not within the competitive range will be notified that their proposals are unacceptable, negotiations/discussions with them are not contemplated, and any revisions of their proposals will not be considered.
- D. Award will be made to the responsible offeror whose proposal, conforming to the solicitation, will be most advantageous to the HPHA, considering price and other factors indicated below.
 - Pursuant to section 3-122-59, HAR, if for a given request for proposals, there is only one (1) responsive and responsible offeror submitting an acceptable proposal, an award may be made to the single offeror, or rejected, if conditions in Section 3-122-59(a)(1) are not met, and new requests for proposals may be solicited or the procurement may be cancelled.
- E. The HPHA reserves the right to award a Contract on the basis of the initial offers received without discussion. Offers are solicited on an "all or none" basis. Failure to submit offers for all items and quantities listed shall be cause for rejection. Proposals should be submitted initially on the most favorable terms of a price and technical standpoint, which the interested offeror can submit to the HPHA.
- F. All proposals submitted will be evaluated on the basis of the evaluation criteria listed herein. Proposals shall conform to all terms and conditions contained in the Request for Proposals. Proposals which do not conform to all requirements expressed in this solicitation may be rejected without further evaluation, deliberation or discussion.

V. Discussions

Discussions may be conducted with priority listed offerors who submit proposals determined to be acceptable or potentially acceptable of being selected for award, but proposals may be accepted without discussions. The objective of these

discussions is to: 1) promote understanding of the requirements set forth in this RFP and the interested offeror's proposal; and 2) facilitate arriving at a contract that will provide the best value to the State, taking into consideration the evaluation factors set forth in this RFP.

(END OF SECTION)

Section 5 Attachments

1.	Competitive Sealed Proposals Offeror Identification Transmittal	Due September 16, 2019
2.	Minimum Specifications Checklist	Due September 16, 2019
3.	Price Proposal Format	Due September 16, 2019
4.	Sample Contract for Goods or Services Based Upon Competitive Sealed Proposals	For Offeror's information
5.	Sample Contract – Attachment S1, Scope of Services	For Offeror's information
6.	Sample Contract – Attachment S2, Compensation and Payment Schedule	For Offeror's information
7.	Sample Contract – Attachment S3, Time of Performance	For Offeror's information
8.	Sample Contract – Attachment S4, Certificate of Exemption from Civil Service	For Offeror's information
9.	Sample Contract – Attachment S5, Special Conditions	For Offeror's information
10.	State General Conditions, AG-008 103D General Conditions	For Offeror's information
11.	Federal General Conditions, Form HUD 5370-C	For Offeror's information
12.	Instructions to Offerors, Form HUD 5369-B	For Offeror's information
13.	Certification and Representations of Offerors, Form HUD 5369-C	Due September 16, 2019